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13 Attorneys for Defendant

14 WELLS FARGO BANK, N.A. (ERRONEOUSLY SUED

15 HEREIN AS WELLS FARGO & COMPANY)

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

18 MONTE RUSSELL, on behalf of  
19 himself and others similarly situated,

20 Plaintiff,

21 vs.

22 WELLS FARGO & COMPANY,

23 Defendants.

CASE NO. C 07-03993 CW

JUDGE CLAUDIA WILKEN  
COURTROOM 2

**JOINT RULE 26(f) REPORT**

**JOINT RULE 26(f) REPORT**

On September 27, October 15, and October 26, 2007, Plaintiff Monte Russell ("Plaintiff") and Defendant Wells Fargo Bank, N.A. (erroneously sued herein as Wells Fargo & Company) ("Defendant"), conferred pursuant to Rule 26(f) of the Federal Rules of Civil Procedure, Local Rule 16-9 and the Court's Order Setting Initial Case Management Conference and ADR Deadlines. Pursuant to the foregoing, the parties hereby submit this Joint Rule 26(f) Report concurrently with the required Joint Case Management Statement. At this meeting, the parties conferred and agreed upon the following:

**Joint Statement of Parties' Agreement to Mediate this Action**

The parties have an agreement in principle to mediate this action and have agreed to a course of action to prepare for mediation. The parties have conferred regarding an appropriate date for mediation of this action such that the parties have sufficient time to prepare for mediation and have agreed that the mediation will take place during the first quarter of 2008. Because the calendars of many individuals are involved, including counsel for both parties, the parties themselves and a private mediator, agreement to a precise date has not yet been reached. The parties have discussed and agreed in principle to an informal exchange of documents and information prior to mediation. The parties agree that this informal exchange of information is more productive and efficient for purposes of mediation than formal discovery.

In addition, the parties have agreed in principle to toll the statute of limitations for claims raised in the Complaint for the putative collective action members to ensure that no putative collective action members will be prejudiced by this agreement of the parties to mediate.

1 The parties further agree that it would be most effective to continue the  
2 Scheduling Conference in this matter to a date within 30 days following the  
3 mediation at which the parties will either (a) inform the Court that the matter has  
4 resolved and propose a timeline for approval of the settlement and dismissal of the  
5 action; or (b) inform the Court that the case has not resolved and propose an  
6 appropriate scheduling order.

7  
8 In the alternative, the parties have proposed pre-trial dates and a trial date in  
9 this report and/or the Joint Case Management Statement filed concurrently  
10 herewith.

11  
12 1) Rule 26(a)(1) Disclosures

13 The parties have agreed to waive the formal requirements for initial  
14 disclosures pending mediation and have agreed that, if mediation is not successful,  
15 the parties will reach a reasonable agreement regarding the exchange of initial  
16 disclosures. As above, the parties have agreed to an informal exchange of  
17 documents and information prior to mediation in this matter and believe that this is  
18 more efficient for purposes of mediation.

19  
20 2) Subjects for Discovery, Proposed Completion Date, and Limitations

21 As above, the parties have agreed to stay all formal discovery pending  
22 mediation and informally exchange information required to prepare for mediation.

23  
24 The subjects on which discovery may be needed include: (1) the job duties  
25 of Plaintiff and other persons holding the positions of PC/LAN Engineer 3,  
26 PC/LAN Engineer 4, or PC/LAN Engineer 5 during the relevant time period; (2)  
27 compensation of Plaintiff and other persons holding the positions of PC/LAN  
28 Engineer 3, 4, or 5 during the relevant time period; (3) hours worked by Plaintiff

1 and other persons holding the position of PC/LAN Engineer 3, 4, or 5 during the  
2 relevant time period; and (4) whether collective action treatment is appropriate in  
3 this action.

4  
5 The parties do not believe that discovery should occur in phases, nor that any  
6 discovery limits, aside from those already in place under the Federal Rules of Civil  
7 Procedure, are necessary. However, the parties reserve the right to stipulate in  
8 writing to extend the discovery limits.

9  
10 As above, the parties have proposed that the Court continue the Scheduling  
11 Conference until a date following mediation and that the Court not set a trial date  
12 and discovery cut-off date until that time. Alternatively, the parties propose a  
13 discovery cut-off date of June 1, 2009.

14  
15 At this time, the parties are not aware of any other issues affecting the status  
16 or management of the case. All other issues are addressed in the Joint Case  
17 Management Statement filed concurrently herewith.

18  
19 DATED: October 30, 2007

LARSON KING, LLP  
T. JOSEPH SNODGRASS  
KELLY A. SWANSON

20  
21  
22 By: \_\_\_\_\_

  
T. JOSEPH SNODGRASS  
Adel A. Nadji

23  
24 Attorneys for Plaintiff  
25 MONTE RUSSELL  
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27  
28

1 DATED: October 30, 2007 HODEL BRIGGS WINTER LLP  
2 GLENN L. BRIGGS  
3 THERESA A. KADING

4 By:   
5 THERESA A. KADING

6 Attorneys for Defendant  
7 WELLS FARGO BANK, N.A.  
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**PROOF OF SERVICE**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

I am employed in the County of San Francisco, State of California; my business address is 221 Main Street, Suite 1460, San Francisco, California 94105. I am over the age of 18 and not a party to the within action. On this date I served the following documents:

**JOINT RULE 26(f) REPORT**

on the parties shown below:

Glenn L. Briggs  
Theresa A. Kading  
HODEL BRIGGS WINTER LLP  
8105 Irvine Center Drive, Suite 1400  
Irvine, California 92618  
Telephone: (949) 450-8040  
Facsimile: (949) 450-8033  
*Attorneys for Defendant*

☒ (BY FAX) I am readily familiar with the firm's practice of facsimile transmission; on this date the above-referenced documents were transmitted, the transmission was reported as complete and without error and the report was properly issued.

☒ (BY ELECTRONIC FILING) On this date I provided the documents(s) listed above electronically through the Court's electronic filing service provider pursuant to the instructions on that website.

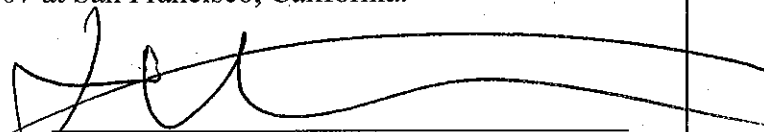
☐ (BY E-MAIL) On this date, the above-referenced documents were converted to electronic files and e-mailed to the addresses shown.

☐ (BY PERSONAL SERVICE) I caused the above documents to be delivered by hand pursuant to CCP § 1011.

☒ Federal: I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

☒ State: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on this 30th day of October, 2007 at San Francisco, California.

  
Hannah Weinberg